

1 **ENTERED**
2 MAY 26 2006

MAY 24 2006

3 Marion County Circuit Court

RECEIVED
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8 IN THE CIRCUIT COURT OF THE STATE OF OREGON
9 FOR THE COUNTY OF MARION

10 **WILLABYS CATERING, INC.**, an)
11 Oregon corporation,)
12)
13) Case No. 06C-11833
14)
15)
16)
17)
18)
19 **CHUCK and SALLY SIDES,**)
20)
21)
22)
23)
24)
)

16 **CLAIM FOR RELIEF**

17 **(Breach of Contract)**

18 For its **CLAIM FOR RELIEF** against Defendants Chuck and Sally Sides,

19 Plaintiff Willabys Catering, Inc. (hereafter referred to as "Willabys") alleges:

20 1.

21 At all material times herein, Willabys is now and has been a corporation duly
22 organized and existing under the laws of the state of Oregon.

23 ///

1 2.

2 At all material times herein, Defendants Chuck and Sally Sides were and are
3 residents of the state of Oregon.

4 3.

5 Willabys and Chuck and Sally Sides entered into a written agreement pursuant to
6 which Willabys would provide catering services to Chuck and Sally Sides. A copy of that
7 written agreement is attached hereto as **Exhibit A** and incorporated herein by this
8 reference. Pursuant to that agreement, Chuck and Sally Sides were to pay Willabys
9 \$13,541.00.

10 4.

11 Chuck and Sally Sides paid \$6,000.00 toward the balance due, but could not pay
12 the balance. As a result, the parties entered into a Second Agreement. Pursuant to the
13 Second Agreement, Chuck and Sally Sides were to provide the following services as
14 consideration for the balance due: demolition and removal of approximately 1,100 square
15 feet of lathe and plaster walls; hang, tape and texture sheetrock on approximately 1,100
16 square feet; hang, tape and texture sheetrock on approximately 1,040 square feet in a new
17 addition. Chuck and Sally Sides were to provide all labor and materials and, in addition,
18 provide site cleanup. A copy of the Second Agreement is attached hereto as **Exhibit B**
19 and incorporated herein by this reference.

20 5.

21 Willabys fulfilled each and every obligation under the Agreements.

22 ///

23 ///

24

6.

2 Chuck and Sally Sides provided some, but not all, of the work required under the
3 Second Agreement. Some of the work performed, was performed below industry
4 standards.

7.

6 As a result of Chuck and Sally Sides failure to perform under the Second
7 Agreement, Willabys has been damaged in the amount of \$4,791.00, together with
8 interest thereon at the rate of nine percent (9%) per annum from March 5, 2005, until
9 paid, together with attorney fees allowable under ORS 20.082, or, in the alternative,
10 attorney fees allowable under ORS 46.465(4)(a).

11 || WHEREFORE, Plaintiff demands judgment as follows:

12 1. For its Claim for Relief, damages against Defendants Chuck and Sally
13 Sides, jointly and severally in the sum of \$4,791.00, plus interest thereon at the rate of
14 nine percent (9%) per annum from March 5, 2005, until paid together with its attorney
15 fees costs and disbursements.

16 | 2. Any other relief this Court may deem just and proper.

17 DATED this 23rd day of May, 2006.

SHERMAN, SHERMAN, JOHNNIE & HOYT, LLP

By:

Gina Anne Johnnie, OSB #87263
Of Attorneys for Plaintiff
Trial Attorney: Same

ORIGINAL CATERING CONTRACT



Willaby's Catering, Inc

Event Contract

Client/Organization Sides, Sally	Event Date 3/5/2005 (Sat)	Party Name GR-Sides/Bailey	Booking Contact Sally Sides	Event # E02198
Address 2555 Hollywood Dr NE, Salem, Or 97305	Telephone (503) 585-9208	Fax	Guests 300 (Pln)	

Ten (10) working days prior to your event, we will need to have your final guarantee number of guests. This final number will be used to purchase fresh ingredients for our kitchen production, order equipment and arrange for the proper number of staff. Once you give us your guarantee, you may only increase your count. An additional charge can be assessed if you increase your guarantee within 48 hours of your event.

BANQUET TIMES

Banquet Room	Setup Style	Arrival	Start	Bar	Serving	End	Room Chg
Great Room	Reception w/Dance		3:30 pm		4:00 pm	8:30 pm	\$650.00

FOODSERVICE ITEMS

Food/Service Item(s)	Price	Qty	Total
Colors: Chocolate Brown and Raspberry Menu board in lobby for explanation			
Italy Station Square White Plates	32.50	300	9,750.00
Grilled Chicken Alfredo			
Garlic Chicken Lasagna			
Assorted Pizzettes			
Antipasti Salad			
Fresh Baked Gorgonzola Focaccia			
Northwest Station			
Crab Cakes with Assorted Dipping Sauces			
Poached Salmon			
Seafood Stuffed Mushroom Caps			
Beef Skewers drizzled with Walnut Gorgonzola			
Wild Greens with Poached Pears and Hazelnuts			
European Station			
Assorted Imported Cheeses			
Roasted Red Pepper Torta			
Brie en Croute			
Produce basket featuring Regional Vegetables			
Marinated Vegetables			
Herb Spiced Chevre Logs			
Smoked Salmon Pate			
Raspberry Lemonade			
Assorted Petit Fours out by Coffee Station			
She Designs bringing candy station, linens and napkins			
Perfect Cup Espresso 3:30 to 7:30	550.00	1	\$50.00
Espresso, Hot Chocolate, Chai Tea and Italian Sodas			
200 drinks included, each additional @ \$1.00			

3.S.QS

E02198 - Sides, Sally

Banquet Captain	20.00	6	120.00
Service Staff 8	120.00	6	720.00

Beverage Station Disposable
Square White Plates
Clear Water Goblets Placed on Table
Elegant Plasticware at Cake Table

Room Charge 650.00

Subtotal	\$11,790.00
17% Service Charge	\$1,751.00
Payments	\$0.00
Balance Due	\$13,541.00

At present, this proposal is based on a guarantee of 300 and all other items included. The price on this proposal is based and calculated on these arrangements. If these arrangements are changed, the prices could change. If additional guests are served on the day of the event you will be billed accordingly.

This is an estimate. Your final charges may vary depending on final guarantee, rentals, hours of service and other changes to be made.

We select the finest ingredients. We reserve the right to make necessary alterations to the menu based on availability and quality.

A \$500.00 non-refundable booking fee is required along with a signed copy of this contract in order to hold your event date. A 75% deposit of estimated costs is required 60 days prior to your event. Final payment of estimated costs is due 10 days prior to event. A separate invoice will be mailed after your event if additional costs are incurred the night of event. (e.g. additional alcohol, guests, or staffing)

Final payment is due upon receipt of final invoice. A credit card is required to guarantee your event and will be charged for the balances still outstanding at 10 days after event. A finance charge may also be assessed of 1.5% on unpaid balances monthly.

Visa/Mastercard/American Express:

3739 616256 9003 exp 06/08 Name on card: Sally Sides

Accepted by: Sally A. Sides Date: 1/13/2005
client signature

BARTER AGREEMENT



Willaby's Catering, Inc

Event Contract

Client/Organization Sides, Sally	Event Date 3/5/2005 (Sat)	Party Name GR-Sides/Bailey Reception	Booking Contact Sally Sides	Event # E02198
Address 2555 Hollywood Dr NE, Salem, Or 97305		Telephone (503) 585-9208	Fax	Guests 310 (Pln)

Ten (10) working days prior to your event, we will need to have your final guarantee number of guests. This final number will be used to purchase fresh ingredients for our kitchen production, order equipment and arrange for the proper number of staff. Once you give us your guarantee, you may only increase your count. An additional charge can be assessed if you increase your guarantee within 48 hours of your event.

BANQUET TIMES

Banquet Room	Setup Style	Arrival	Start	Bar	Serving	End	Room Chg
Great Room	Reception w/Dance		3:30 pm		4:00 pm	8:30 pm	

FOOD/SERVICE ITEMS

Food/Service Items	Price	Qty	Total
Colors: Chocolate Brown and Raspberry			
Menu board in lobby for explanation			
Italy Station: Square White Plates	6,000.00	1	6,000.00
Grilled Chicken Alfredo			
Garlic Chicken Lasagna			
Assorted Pizzettes			
Antipasti Salad			
Fresh Baked Gorgonzola Focaccia			
Northwest Station			
Crab Cakes with Assorted Dipping Sauces			
Poached Salmon			
Seafood Stuffed Mushroom Caps			
Beef Skewers drizzled with Walnut Gorgonzola			
Wild Greens with Poached Pears and Hazelnuts			
European Station			
Assorted Imported Cheeses			
Roasted Red Pepper Torta			
Brie en Croute			
Produce basket featuring Regional Vegetables			
Marinated Vegetables			
Herb Spiced Chevre Logs			
Smoked Salmon Pate			
Raspberry Lemonade			
Assorted Petit Fours out by Coffee Station			

She Designs bringing candy station, linens and napkins

"Paid by Cindy Bailey"

Perfect Cup Espresso 3:30 to 7:30

Espresso, Hot Chocolate, Chai Tea and Italian Sodas

200 drinks included, each additional @ \$1.00

Banquet Captain	6
Service Staff 8	6

Beverage Station Disposable
 Square White Plates
 Clear Water Goblets Placed on Table
 Elegant Plasticware at Cake Table

Trade Out Agreement
 Project start 4-1-05

Demo and remove approx. 1100 sq ft of the current lathe and plaster walls
 Hang, Tape and Texture Sheetrock approx 1100 sq ft
 Hang, tape and Texture Sheetrock on new addition approx. 1040sq ft
 All Labor and Materials
 Site Clean up **we will provide dumpster**

PAYMENTS MADE		
Payment	Date	Method
0.00	12/17/2004	Ck, C/C, Or Cash
0.00	1/12/2005	Ck, C/C, Or Cash
0.00	1/17/2005	Ck, C/C, Or Cash
0.00	1/17/2005	Ck, C/C, Or Cash
0.00	1/31/2005	Ck, C/C, Or Cash

Subtotal	\$6,000.00
17% Service Charge	\$0.00
Payments	\$0.00
Balance Due	\$6,000.00

At present, this proposal is based on a guarantee of 310 and all other items included. The price on this proposal is based and calculated on these arrangements. If these arrangements are changed, the prices could change. If additional guests are served on the day of the event you will be billed accordingly.

This is an estimate. Your final charges may vary depending on final guarantee, rentals, hours of service and other changes to be made.

We select the finest ingredients. We reserve the right to make necessary alterations to the menu based on availability and quality.

A \$500.00 non-refundable booking fee is required along with a signed copy of this contract in order to hold your event date. A 75% deposit of estimated costs is required 60 days prior to your event. Final payment of estimated costs is due 10 days prior to event. A separate invoice will be mailed after your event if additional costs are incurred the night of event. (e.g. additional

E02198 - Sides, Sally

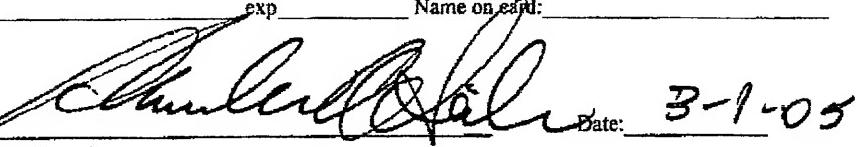
alcohol, guests, or staffing)

Final payment is due upon receipt of final invoice. A credit card is required to guarantee your event and will be charged for the balances still outstanding at 10 days after event. A finance charge may also be assessed of 1.5% on unpaid balances monthly.

Visa/Mastercard/American Express:

_____ exp _____ Name on card: _____

Accepted by:


client signature

Date: 3-1-05

3/1/2005 10:09 am

Willaby's Catering
183 High Street NE, Suite B, Salem OR 97301 • t: (503) 371-7815 f: (503) 399-2134
Willabyscatering.com • Email: events@willabyscatering.com

3 of 3

Exhibit B
Page 4 Of 4

1
2 STATE OF OREGON
3 MARION COUNTY COURTS
4

APR 05 2006

ENTERED #8



5
6 IN THE CIRCUIT COURT OF THE STATE OF OREGON
7
8 FOR THE COUNTY OF MARION
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11 WILLABYS CATERING, INC., an
12 Oregon Corporation,

Case No. 06C-11833

13 Plaintiff,

14 v.
15

16 CHUCK AND SALLY SIDES,
17

18 Defendants.
19
20

**ANSWER AND AFFIRMATIVE
DEFENSE**

21

22 For an Answer to Plaintiff's Complaint, Defendants, admit, deny and allege as follows:

23

(ANSWER)

24

1.

25

Defendants admit the allegations contained in paragraphs 1, 2 and 3 of Plaintiff's

26

Complaint.

27

2.

28

In response to paragraph 4 of Plaintiff's Complaint, Defendants admit they paid Plaintiff

29

\$6,000.00 on the balance due under the parties' First Agreement. Defendants further admit the

30

parties entered into a Second Agreement which was attached to Plaintiff's Complaint as Exhibit

Page 1 - ANSWER AND AFFIRMATIVE DEFENSE

1 “B,” and that the Second Agreement obligated Defendants to perform certain demolition,
2 remodeling, and construction services for Plaintiff, as set forth in Exhibit “B” to Plaintiff’s
3 Complaint. Except as expressly admitted herein, Defendants deny the allegations contained in
4 paragraph 4 of Plaintiff’s Complaint.

3.

6 Defendants deny paragraphs 5 and 7 of Plaintiff's Complaint.

4.

8 In response to paragraph 6 of Plaintiff's Complaint, Defendants allege they performed
9 all the demolition, construction, and remodeling services, and provided all materials required
10 of them by the terms of the parties' Second Agreement, and that all labor and materials provided
11 by Defendants were of reasonable quality and workmanship. Except as expressly alleged herein,
12 Defendants deny the allegations contained in paragraph 6 of Plaintiff's Complaint.

13 For an AFFIRMATIVE DEFENSE TO PLAINTIFF'S COMPLAINT, Defendants allege
14 as follows:

15 (PAYMENT/SATISFACTION OF OBLIGATION)

16 5,

17 Defendants reallege and incorporate by this reference those matters admitted and alleged
18 in their Answer hereinabove.

19 6

20 The payment made by Defendants to Plaintiff, and the demolition, construction and
21 remodeling labor and materials provided by Defendants to Plaintiff fully paid and satisfied
22 Defendants' obligations to Plaintiff under the parties' Agreements.

WHEREFORE, Defendants pray for judgment as follows:

- Having fully answered Plaintiff's Complaint, Defendants pray that Plaintiff take nothing thereby, and for an award of Defendants' costs and disbursements incurred herein, and an award of reasonable attorney fees incurred by Defendants pursuant to ORS 46.465(4)(a).

DATED this 27th day of March, 2006.

LAW OFFICES OF DAVID HILGEMANN

Raymond A. Reid, OSB #84331
Of Attorneys for Defendant
Trial Attorney: David A. Hilgemann

Trial Attorney: David A. Hilgemann, OSB #72121

1
2 STATE OF OREGON
3 MARION COUNTY COURTS

4 SEP 19 2006

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8 ENTERED #8

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10 SEP 14 2006

11 Marion County Circuit Court

12 IN THE CIRCUIT COURT OF THE STATE OF OREGON

13 FOR THE COUNTY OF MARION

14 WILLABYS CATERING, INC., an)
15 Oregon corporation,)
16 Plaintiff,)
17 vs.)
18 CHUCK and SALLY SIDES,)
19 Defendants.)
20

21 Case No. 06C-11833

22 STIPULATED JUDGMENT
23 OF DISMISSAL

24 It is hereby stipulated as evidenced by the signatures below, by and between Plaintiff Willaby's Catering, Inc. and Defendants Chuck and Sally Sides that the above captioned shall be and is dismissed with prejudice and without attorney fees or costs to any party.

25 DATED this 13 day of September, 2006.

26 
27 Circuit Court Judge